

E-FILED

PATENT APPLICATION
Docket No. 15436.252.1.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of)
)
	Steve Klotz et al.)
)
Serial No.:	10/661,200) Art Unit
) 2113
Filed:	September 12, 2003)
)
For:	NETWORK ANALYSIS TOOL)
)
Confirmation No.:	7200)
)
Customer No.:	022913)
)
Examiner:	Michael C. Maskulinski)

**TERMINAL DISCLAIMER TO OBVIATE A PROVISIONAL
DOUBLE PATENTING REJECTION**

**Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450**

Dear Sir:

Assignee, through its attorney of record, represents that it is the owner of the entire interest in the above-identified patent application. Particularly, the above-identified application, as well as United States Patent Application Serial No. 10/661,705 (the "'705 Application"), and United States Patent Application Serial No. 10/661,907 (the "'907 Application") are owned by the Assignee by virtue of the assignments recorded in the United States Patent and Trademark Office at, respectively, Reel 014502, Frame 0884, Reel 014502, Frame 0055, and Reel 014503, Frame 0084 (copies of which are attached hereto as Exhibits A, B and C).

In light of the foregoing, Assignee hereby disclaims, except as provided below, the terminal part of any patent granted on the above-identified application that would extend beyond the expiration date of the full statutory term of any patent issuing from, as applicable, the '705 Application and/or the '907 Application, as presently shortened by any terminal disclaimer. Assignee agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to it and, as applicable, the '705 Application

and/or the '907 Application (and any patent issuing therefrom) are commonly owned. The foregoing agreement by the Assignee runs with any patent granted on the above-identified application and is binding upon the grantor, its successors or assigns.

Assignee does not, however, disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of any patent issuing from the '705 Application and/or the '907 Application in the event that such patent issuing from the '705 Application and/or the '907 Application later: expires for failure to pay a maintenance fee; is held unenforceable; is found invalid by a court of competent jurisdiction; is statutorily disclaimed in whole or terminally disclaimed under 37 CFR § 1.321(a); has all claims canceled by a reexamination certificate; or, is reissued or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Assignee hereby declares that all statements made herein of its own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated this 16th day of February, 2007.

Respectfully submitted,

/Peter F. Malen, Jr./

Peter F. Malen Jr.
Attorney for Applicants
Registration No. 45,576
Customer No. 022913
Telephone No. (801) 533-9800

EXHIBIT A

to

TERMINAL DISCLAIMER TO OBVIATE A PROVISIONAL
DOUBLE PATENTING REJECTION



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K

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 15, 2004

PTAS



102556305A

MOSER, PATTERSON & SHERIDAN
N. ALEXANDER NOLTE
3040 POST OAK BLVD, SUITE 1500
HOUSTON, TX 77056

DOCKETED
Action _____
Response Due _____
By 24 On 5/13/04
Atty Mas File # 15436, 252, 1, 1

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/12/2003

REEL/FRAME: 014502/0884
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
KLOTZ, STEVE

DOC DATE: 09/03/2003

ASSIGNOR:
MANN, JASON DAVID

DOC DATE: 09/04/2003

ASSIGNOR:
MCDANIEL, TIMOTHY LANE

DOC DATE: 09/04/2003

ASSIGNEE:
FINISAR CORPORATION
1308 MOFFETT PARK DRIVE
SUNNYVALE, CALIFORNIA 94089

SERIAL NUMBER: 10661200
PATENT NUMBER:

FILING DATE: 09/12/2003
ISSUE DATE:

FILE 5, 2004

014502/0884 PAGE 2

SHARON BROOKS, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

09-23-2003

ATTY. DKT. NO. FNSR/1001



102556305

/EET

U.S. Department of Commerce
Patent and Trademark Office

FORM PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

Date

STEVE KLOTZ 09/03/2003
JASON DAVID MANN 09/04/2003
TIMOTHY LANE MCDANIEL 09/04/2003Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: SEE ABOVE

2. Name and address of receiving party(ies):

Name: Finisar Corporation

Internal Address: 1308 Moffett Park Drive

Street Address:

City: Sunnyvale State: CA Zip: 94089

Additional name(s) & address(es) attached? ☐ Yes ☒ No

10/661200

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: (Date of Filing)

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Patent Counsel

Internal Address: Moser, Patterson & Sheridan

Street Address: 3040 Post Oak Blvd, Suite 1500

City: Houston State: TX Zip: 77056

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41) \$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account

20-0782/FNSR/1001

8. Deposit account number:

20-0782/FNSR/1001

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

N. Alexander Nolte Reg. No: 45,689

Name of Person Signing

Signature

09/12/03
Date

Total number of pages including cover sheet, attachments and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Mail Stop Assignments
P.O. Box 1450 Alexandria, VA 22313-1450.
221208_1

09/23/2003 6TON11 00000031 200782 10661200

01 FC:8021

40.00 DA

ASSIGNMENT FOR APPLICATION FOR PATENT**WHEREAS:****Names and Addresses of Inventors:**

1)	STEVE KLOTZ 11005 Callanish Austin, TX 78750	2)	JASON DAVID MANN 4112 Avenue B Austin, TX 78751
3)	TIMOTHY LANE MCDANIEL 3401 Parmer, Apt. 825 Austin, TX 78727		

(hereinafter referred to as Assignors), have invented a certain invention entitled:

NETWORK ANALYSIS TOOL

enclosed herewith or for which application for Letters Patent in the United States was filed on HERewith , under Serial No. UNKNOWN , executed on even date herewith; and

WHEREAS, Finisar Corporation, a corporation of the State of Delaware, having a place of business at 1308 Moffett Park Drive, Sunnyvale, CA 94089-1133 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) 9/3/03 (DATE)


STEVE KLOTZ

2) 9/4/03 (DATE)


JASON DAVID MANN

3) 9/4/03 (DATE)


TIMOTHY LANE MCDANIEL

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EXHIBIT B

to

**TERMINAL DISCLAIMER TO OBVIATE A PROVISIONAL
DOUBLE PATENTING REJECTION**



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 14, 2004

PTAS



102556101A

MOSER, PATTERSON & SHERIDAN
N. ALEXANDER NOLTE
3040 POST OAK BLVD., SUITE 1500
HOUSTON, TX 77056

DOCKETED
Action _____
Response Due _____
By CH On 5/19/04
Atty 1729 File # 15436.2526.1

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/12/2003

REEL/FRAME: 014502/0055
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
KLOTZ, STEVE

DOC DATE: 09/03/2003

ASSIGNOR:
MANN, JASON DAVID

DOC DATE: 09/04/2003

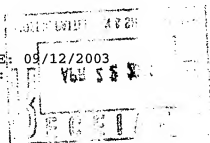
ASSIGNOR:
MCDANIEL, TIMOTHY LANE

DOC DATE: 09/04/2003

ASSIGNEE:
FINISAR CORPORATION
1308 MOFFETT PARK DRIVE
SUNNYVALE, CALIFORNIA 94089

SERIAL NUMBER: 10661705
PATENT NUMBER:

FILING DATE: 09/12/2003
ISSUE DATE: 06/05/04



014502/0055 PAGE 2

LAZENA MARTIN, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

09-23-2003



FORM PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

102556101
PATENTS ONLYU.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

Date

STEVE KLOTZ 09/03/2003
JASON DAVID MANN 09/04/2003
TIMOTHY LANE MCDANIEL 09/04/2003Additional name(s) of conveying party(ies) attached? __ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____Execution Date: SEE ABOVE

2. Name and address of receiving party(ies):

Name: Finisar CorporationInternal Address: 1308 Moffett Park Drive

Street Address: _____

City: Sunnyvale State: CA Zip: 94089Additional name(s) & address(es) attached? __ Yes ☒ No

4. Application number(s) or patent number(s):

101661705

If this document is being filed together with a new application, the execution date of the application is: _____ (Date of Filing)

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? __ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Patent CounselInternal Address: Moser, Patterson & SheridanStreet Address: 3040 Post Oak Blvd, Suite 1500City: Houston State: TX Zip: 770566. Total number of applications and patents involved: 17. Total fee (37 C.F.R. 3.41) _____ \$ 40.00☐ Enclosed☒ Authorized to be charged to deposit account20-0782/FNSR/1001.06

8. Deposit account number:

20-0782/FNSR/1001.06

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

N. Alexander Nolte Reg. No: 45,689

Name of Person Signing

Signature

09/12/03
DateTotal number of pages including cover sheet, attachments and document: 3Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Mail Stop Assignments
P.O. Box 1450 Alexandria, VA 22313-1450.
221311_1

09/23/2003 LMJELLER 00000048 200782 10661705

01 FC:8021 40.00 DA

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

1)	STEVE KLOTZ 11005 Callanish Austin, TX 78750	2)	JASON DAVID MANN 4112 Avenue B Austin, TX 78751
3)	TIMOTHY LANE MCDANIEL 3401 Parmer, Apt. 825 Austin, TX 78727		

(hereinafter referred to as Assignors), have invented a certain invention entitled:

NETWORK EXPERT ANALYSIS PROCESS

enclosed herewith or for which application for Letters Patent in the United States was filed on
 HERewith , under Serial No. UNKNOWN , executed on even date herewith; and

WHEREAS, Finiser Corporation, a corporation of the State of Delaware, having a place of business at 1308 Moffett Park Drive, Sunnyvale, CA 94089-1133 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) 9/3/03 (DATE)


STEVE KLOTZ

2) 9/4/03 (DATE)


JASON DAVID MANN

3) 9/4/03 (DATE)



TIMOTHY LANE MCDANIEL

EXHIBIT C

to

TERMINAL DISCLAIMER TO OBVIATE A PROVISIONAL
DOUBLE PATENTING REJECTION



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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 15, 2004

PTAS



102556309A

MOSER, PATTERSON & SHERIDAN
PATENT COUNSEL
3040 POST OAK BLVD., SUITE 1500
HOUSTON, TX 77056

DOCKETED
Action _____
Response Due _____
By DH On 5/16/04
Atty MKS File # 15436.252,3.1

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 09/12/2003

REEL/FRAME: 014503/0084
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
KLOTZ, STEVE

DOC DATE: 09/03/2003

ASSIGNOR:
MANN, JASON DAVID

DOC DATE: 09/04/2003

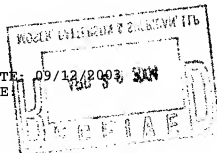
ASSIGNOR:
MCDANIEL, TIMOTHY LANE

DOC DATE: 09/04/2003

ASSIGNEE:
FINISAR CORPORATION
1308 MOFFETT PARK DRIVE
SUNNYVALE, CALIFORNIA 94089

SERIAL NUMBER: 10661907
PATENT NUMBER:

FILING DATE: 09/12/2003 SAN
ISSUE DATE:



014503/0084 PAGE 2

THERESA FREDERICK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

09-23-2003

ATTY. DKT. NO. FNSR/1001.03



FORM PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

102556309
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

Date

STEVE KLOTZ 09/03/2003
JASON DAVID MANN 09/04/2003
TIMOTHY LANE MCDANIEL 09/04/2003

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: SEE ABOVE

2. Name and address of receiving party(ies):

Name: Finisar Corporation

Internal Address: 1308 Moffett Park Drive

Street Address:

City: Sunnyvale State: CA Zip: 94089

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

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A. Patent Application No.(s)

B. Patent No.(s)

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Name: Patent Counsel

Internal Address: Moser, Patterson & Sheridan

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6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41) \$ 40.00

☐ Enclosed

☒ Authorized to be charged to deposit account

20-0782/FNSR/1001.03

8. Deposit account number:

20-0782/FNSR/1001.03

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N. Alexander Nolte Reg. No: 45,689

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Mail Stop Assignments
P.O. Box 1450 Alexandria, VA 22313-1450.
221291_1

09/23/2003 LMUELLER 00000037 200782 10661907

01 FC:8021 40.00 DA

ASSIGNMENT FOR APPLICATION FOR PATENT**WHEREAS:****Names and Addresses of Inventors:**

1)	STEVE KLOTZ 11005 Callanish Austin, TX 78750	2)	JASON DAVID MANN 4112 Avenue B Austin, TX 78751
3)	TIMOTHY LANE MCDANIEL 3401 Parmer, Apt. 825 Austin, TX 78727		

(hereinafter referred to as Assignors), have invented a certain invention entitled:

NETWORK ANALYSIS SCALABLE ANALYSIS TOOL FOR MULTIPLE PROTOCOLS

enclosed herewith or for which application for Letters Patent in the United States was filed on
HEREWITH, under Serial No. UNKNOWN, executed on even date herewith; and

WHEREAS, Finisar Corporation, a corporation of the State of Delaware, having a place of business at 1308 Moffett Park Drive, Sunnyvale, CA 94089-1133 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:


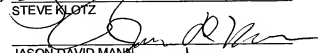

1. Said Assignors hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1)	<u>9/3/03</u>	(DATE)	 STEVE KLOTZ
2)	<u>9/4/03</u>	(DATE)	 JASON DAVID MANN
3)	<u>9/4/03</u>	(DATE)	 TIMOTHY LANE MCDANIEL

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